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13 UNITED STATES DISTRICT COURT  
14 EASTERN DISTRICT OF WASHINGTON

15 EQUAL EMPLOYMENT ) CIVIL ACTION NO. CV-11-  
16 OPPORTUNITY COMMISSION, ) 3045-EFS  
17 )  
18 Plaintiff, )  
19 ) **FIRST AMENDED**  
20 v. ) **C O M P L A I N T**  
21 )  
22 GLOBAL HORIZONS, INC. D/B/A ) **JURY TRIAL DEMAND**  
23 GLOBAL HORIZONS MANPOWER, )  
24 INC.; GREEN ACRE FARMS, INC.; )  
25 VALLEY FRUIT ORCHARDS, LLC; )  
26 AND DOES 1-10, INCLUSIVE; )  
27 )  
28 Defendants. )  
\_\_\_\_\_ )

29 **I. NATURE OF THE ACTION**

30 1. This is an action under Title VII of the Civil Rights Act of 1964 and  
31 Title I of the Civil Rights Act of 1991 to correct unlawful employment practices on  
32 the basis of national origin, race, and retaliation, and to provide appropriate relief

1 to Marut Kongpia, Laphit Khadthan, and the class of similarly situated Thai and/or  
2 Asian individuals (collectively, the “Claimants”) who were adversely affected by  
3 such practices. As alleged with greater particularity below, the EEOC asserts that  
4 Defendants engaged in discrimination and a pattern or practice of discrimination  
5 when they subjected the Claimants to harassment, disparate treatment, and  
6 constructive discharge on the basis of the Claimants’ national origin (Thai) and/or  
7 race (Asian), and engaged in retaliation.

## 8 **II. JURISDICTION AND VENUE**

9 2. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451,  
10 1331, 1337, 1343 and 1345. This action is authorized and instituted pursuant to  
11 Sections 706(f)(1) and (3) and 707 of Title VII of the Civil Rights Act of 1964, as  
12 amended, 42 U.S.C. §§ 2000e-5(f)(1) and (3) and -6 (“Title VII”) and Section 102  
13 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a.

14 3. A substantial part of the employment practices alleged to be unlawful  
15 were committed within the jurisdiction of the United States District Court for the  
16 Eastern District of Washington.

## 17 **III. PARTIES**

18 4. Plaintiff, the Equal Employment Opportunity Commission (the  
19 “Commission”), is the agency of the United States of America charged with the  
20 administration, interpretation, and enforcement of Title VII, and is expressly  
21 authorized to bring this action by Sections 706(f)(1) and (3) and 707 of Title VII,  
22 42 U.S.C. §§ 2000e-5(f)(1) and (3) and -6.

23 5. At all relevant times, Defendant Global Horizons, Inc. dba Global  
24 Horizons Manpower, Inc. (“Global”) has continuously been a California  
25 corporation doing business in the State of Washington and the County of Yakima,  
26 and has continuously had at least 15 employees.

1           6.     At all relevant times, Defendant Global has continuously been an  
2 employer engaged in an industry affecting commerce within the meaning of  
3 Sections 701(b), (g) and (h) of Title VII, 42 U.S.C. §§ 2000e(b), (g) and (h).

4           7.     At all relevant times, Defendant Green Acre Farms, Inc. (“Green  
5 Acre”) has continuously been a Washington corporation doing business in the State  
6 of Washington and the County of Yakima, and has continuously had at least 15  
7 employees.

8           8.     At all relevant times, Defendant Green Acre has continuously been an  
9 employer engaged in an industry affecting commerce within the meaning of  
10 Sections 701(b), (g) and (h) of Title VII, 42 U.S.C. §§ 2000e(b), (g) and (h).

11          9.     At all relevant times, Defendant Green Acre has continuously been  
12 under contract with Defendant Global for services rendered in Washington, and  
13 has continuously been a joint employer with Defendant Global where both  
14 generally controlled the terms and conditions of the employment of Laphit  
15 Khadthan and similarly situated individuals.

16          10.    Global and Green Acre jointly controlled the Claimants’ work,  
17 housing, transportation, and access to food; jointly supervised the Claimants and/or  
18 Green Acre exercised successively higher authority over the Claimants through its  
19 control of the terms of its contracts with Global; jointly determined the pay rates or  
20 the methods of payment; jointly held the right, directly or indirectly, to hire, fire, or  
21 modify the employment conditions of the workers; and jointly participated in the  
22 preparation of payroll and the payment of wages.

23          11.    Green Acre’s joint employer liability also stems from Green Acre’s  
24 ownership or control of the land, housing, transportation, and worksite, which  
25 placed it in a position to prevent the violations of Title VII alleged herein, even  
26 through it delegated hiring and some supervisory responsibilities to Global.

27          12.    The Claimants were economically dependent on Green Acre due to  
28 Green Acre’s investment in equipment and facilities.

1           13. The Claimants performed routine tasks that are a normal and integral  
2 phase of Green Acre's production making them dependent on Green Acre's overall  
3 production process.

4           14. Green Acre maintained on-the-job control over Claimants through  
5 Global and on-site crew leaders who in turn spoke directly to the Claimants.

6           15. At all relevant times, Defendant Valley Fruit Orchards, LLC ("Valley  
7 Fruit") has continuously been a Washington limited liability company doing  
8 business in the State of Washington and the County of Yakima, and has  
9 continuously had at least 15 employees.

10          16. At all relevant times, Defendant Valley Fruit has continuously been an  
11 employer engaged in an industry affecting commerce within the meaning of  
12 Sections 701(b), (g) and (h) of Title VII, 42 U.S.C. §§ 2000e(b), (g) and (h).

13          17. At all relevant times, Defendant Valley Fruit has continuously been  
14 under contract with Defendant Global for services rendered in Washington, and  
15 has continuously been a joint employer with Defendant Global where both  
16 generally controlled the terms and conditions of the employment of Marut Kongpia  
17 and similarly situated individuals.

18          18. Global and Valley Fruit jointly controlled the Claimants' work,  
19 housing, transportation, and access to food; jointly supervised the Claimants and/or  
20 Valley Fruit exercised successively higher authority over the Claimants through its  
21 control of the terms of its contracts with Global; jointly determined the pay rates or  
22 the methods of payment; jointly held the right, directly or indirectly, to hire, fire, or  
23 modify the employment conditions of the workers; and jointly participated in the  
24 preparation of payroll and the payment of wages.

25          19. Valley Fruit's joint employer liability also stems from Valley Fruit's  
26 ownership or control of the land, housing, transportation, and worksite, which  
27 placed it in a position to prevent the violations of Title VII alleged herein, even  
28 through it delegated hiring and some supervisory responsibilities to Global.

1           20. The Claimants were economically dependent on Valley Fruit due to  
2 Valley Fruit's investment in equipment and facilities.

3           21. The Claimants performed routine tasks that are a normal and integral  
4 phase of Valley Fruit's production making them dependent on Valley Fruit's  
5 overall production process.

6           22. Valley Fruit maintained on-the-job control over Claimants through  
7 Global and on-site crew leaders who in turn spoke directly to the Claimants.

8           23. Defendants Green Acre and Valley Fruit (collectively, the "Farm  
9 Defendants") are persons against whom a right to relief is asserted jointly,  
10 severally, or out of the same transaction or series of transactions. Additionally,  
11 questions of law or fact common to all Defendants will arise in this action. The  
12 Farm Defendants are named as parties pursuant to Fed. R. Civ. P. Rule 20(a)(2) in  
13 that Defendant Global and the Farm Defendants, at all relevant times, acted as joint  
14 employers with regard to the relevant Claimants.

15           24. Plaintiff is ignorant of the true names and capacities of each  
16 Defendant sued as DOES 1 through 10, inclusively, and therefore Plaintiff sues  
17 said defendants by fictitious names. Plaintiff reserves the right to amend the  
18 complaint to name each DOE defendant individually or collectively as they  
19 become known. Plaintiff alleges that each DOE defendant was in some manner  
20 responsible for the acts and omissions alleged herein and Plaintiff will amend the  
21 complaint to allege such responsibility when the same shall have been ascertained  
22 by Plaintiff.

23           25. All the acts and failures to act alleged herein were duly performed by  
24 and attributable to each DOE, each acting as a successor, agent, alter ego,  
25 employee, indirect employer, joint employer, integrated enterprise, and/or under  
26 the direction and control of the another DOE and/or named Defendant, except as  
27 specifically alleged otherwise. Said acts and failures to act were within the scope  
28 of such agency and/or employment, and each DOE participated in, approved and/or

1 ratified the unlawful acts and omissions by another DOE or Defendants  
2 complained of herein. Whenever and wherever reference is made in this  
3 Complaint to any act by a DOE or DOES, such allegations and reference shall also  
4 be deemed to mean the acts and failures to act of each DOE and named Defendants  
5 acting individually, jointly, and/or severally.

#### 6 **IV. GENERAL ALLEGATIONS**

7 26. More than thirty days prior to the institution of this lawsuit, Marut  
8 Kongpia filed a charge with the Commission alleging violations of Title VII by  
9 Defendant Global. All conditions precedent to the institution of this lawsuit have  
10 been fulfilled by the EEOC, including, giving notice of Marut Kongpia's charge to  
11 Global, investigating the charge, issuing a reasonable cause determination, and  
12 engaging in good faith to conciliate the matter on behalf of Marut Kongpia and the  
13 class of similarly situated Thai and/or Asian individuals.

14 27. More than thirty days prior to the institution of this lawsuit, Laphit  
15 Khadthan filed a charge with the Commission alleging violations of Title VII by  
16 Defendant Green Acre. All conditions precedent to the institution of this lawsuit  
17 have been fulfilled by the EEOC, including, giving notice of Laphit Khadthan's  
18 charge to Green Acre, investigating the charge, issuing a reasonable cause  
19 determination, and engaging in good faith to conciliate the matter on behalf of  
20 Laphit Khadthan and the class of similarly situated Thai and/or Asian individuals.

21 28. More than thirty days prior to the institution of this lawsuit, Marut  
22 Kongpia filed a charge with the Commission alleging violations of Title VII by  
23 Defendant Valley Fruit. All conditions precedent to the institution of this lawsuit  
24 have been fulfilled by the EEOC, including, giving notice of Marut Kongpia's  
25 charge to Valley Fruit, investigating the charge, issuing a reasonable cause  
26 determination, and engaging in good faith to conciliate the matter on behalf of  
27 Marut Kongpia and the class of similarly situated Thai and/or Asian individuals.

***ALLEGATIONS PERTAINING TO GLOBAL***

29. Global recruited foreign nationals under the U.S. Department of Labor (“DOL”) H2-A guest worker program to work as farm workers throughout the United States, including farms in Washington. The H2-A workers who worked at the named Farm Defendants’ worksites are the Claimants.

30. Mordechai Yosef Orian aka Motty (“Orian”) was Global’s Chief Executive Officer.

31. Pranee Tubchumpol aka Som (“Tubchumpol”) was Global’s Director of International Relations and was the liaison between Global, the Claimants, and the Thai recruiting companies and authorities.

32. Global employed Bruce Schwartz (“Schwartz”) as its Operations Manager, interviewer, and as an on-site supervisor for farms where the Claimants worked.

33. Beginning in or about March 2003 and continuing through in or about December 2006, Schwartz associated with Orian and others affiliated with Global. Throughout the time Schwartz associated with Orian and others affiliated with Global, Global was engaged in a scheme to recruit impoverished Thai nationals into agricultural labor in the United States and to ensure the H-2A guest workers remained in Global’s service using their excessive debts and control over the workers’ passports to keep them from escaping.

34. In or about April 2003, Schwartz stole Taft Vegetable Farm (Bakersfield, California), stationery from Taft Vegetable Farm owner and Orian crafted a letter on the stationery that falsely stated Taft Vegetable needed 250 agricultural workers to harvest crops.

35. Orian told Schwartz that he needed the letter to obtain workers through the U.S. Department of Labor H-2A guest workers program to



1 demonstrate there was a shortage of U.S. workers and that when the foreign  
2 workers arrived they could move them around to various farms.

3 36. In or about December 2006, at Orian's request, Schwartz signed a  
4 false affidavit about the fraudulent Taft Vegetable Farm letter. Said affidavit was  
5 submitted to the U.S. Department of Labor in support of Orian's appeal from its  
6 debarment in the H-2A guest worker program.

7 37. In or about January 2004, Schwartz traveled to Thailand at Orian's  
8 direction, and interviewed Thai nationals at K.S. Manpower, Inc., a Thai labor  
9 recruiting company.

10 38. Between April 2004 and May 2004, Schwartz and Tubchumpol met  
11 with officials of the Thai Department of Labor and the U.S. Embassy who  
12 expressed concerns over excessive recruitment fees being paid by the Thai  
13 nationals who were jointly recruited by Thai recruiters and Global.

14 39. During the trip to Thailand, Schwartz and Tubchumpol heard Thai  
15 labor recruiter Rattawan Chunharutai tell the Thai nationals who were being  
16 recruited for Global, that they would have to pay up front recruitment fees and to  
17 secure loans to pay the fees using their houses and land as collateral.

18 40. After returning home from the Thailand recruitment trip, Schwartz  
19 told Orian that the Thai nationals were paying excessive recruitment fees.

20 41. Schwartz knew that neither he nor Global could promise the Thai  
21 national up to three years of steady employment in the United States because  
22 Global could not procure H-2A guest worker visa for more than 10 months because  
23 the H-2A guest workers program is seasonal and temporary.

24 42. Nonetheless, Schwartz, Tubchumpol, and Global continued to recruit  
25 Thai nationals for Global with promises of up to three years of steady employment  
26 at high wages.

27 43. Between June 2004 and November 2004, Schwartz worked for Global  
28 in Washington State as an onsite supervisor. At Orian's direction, Schwartz



1 confiscated the Thai nationals' passports when they arrived in the United States to  
2 prevent them from escaping.

3 44. Global employed Joseph Knoller ("Knoller") as its Vice-President of  
4 Operations and as a consultant.

5 45. In or about November 2004, Orian sent Knoller to Yakima,  
6 Washington to provide security so that the Thai H-2A guest workers would not run  
7 away and would remain in Global's service. Knoller hired a detention force,  
8 including one person who stated was a former FBI agent.

9 46. Schwartz, Knoller, and Tubchumpol, met with the Thai H-2A guest  
10 workers and told the workers that they could not leave the apartment where they  
11 were living. Detention guards parked their cars outside the apartment to prevent  
12 the workers from leaving. At this time, Schwartz, Knoller, and Tubchumpol knew  
13 that the workers were afraid that leaving Global's service would expose them and  
14 their families to a risk of financial ruin because of the insurmountable debts they  
15 incurred, some of them to Global itself, in connection with Global's recruitment  
16 scheme.

17 47. Global employed Shane Germann ("Germann") as an on-site manager  
18 at farms where the Claimants worked and as a regional supervisor. Orian,  
19 Tubchumpol, Schwartz and Knoller all supervised Germann.

20 48. Beginning in or about May 2003 and continuing through in or about  
21 February 2006, Germann was employed by Orian and Global.

22 49. At the direction of Orian, Tubchumpol and/or Knoller, Germann  
23 confiscated the Thai national's passports when they arrived in the United States to  
24 prevent them from escaping.

25 50. Between May 2003 and February 2006, Germann observed  
26 Tubchumpol confiscate the Thai H-2A guest workers' passports when they arrived  
27 in the United States.

1           51. Between May 2003 and February 2006, Germann would send the Thai  
2 H-2A guest workers' passports by federal express to the Global' office in Los  
3 Angeles, California, where the passports where held.

4           52. Between May 2003 and February 2006, a Global employee, who  
5 worked in the Los Angeles, California office, would send Germann the Thai H-2A  
6 guest workers' passports so they could fly to other work locations in the United  
7 States.

8           53. In late August 2005, through early September 2005, Orian and  
9 Knoller, directed Germann, Sam Wongsesanit, and another person, to secure the  
10 perimeters of the Maui Pineapple housing compound to prevent the Thai guest  
11 workers from running away.

12           54. In late August 2005, Tubchumpol arrived in Hawaii carrying the Thai  
13 H-2A guest workers' passports.

14           55. In later August 2005, Tubchumpol held a meeting with the Thai H-2A  
15 guest workers, Germann, Knoller, and Sam Wongsesanit, and other persons who  
16 Global had employed as detention guards. Tubchumpol told the Thai H-2A guest  
17 workers that they were being sent back to Thailand immediately.

18           56. In early September 2005, Germann, Tubchumpol, Knoller, and other  
19 detention guards employed by Global, escorted the Thai H-2A guest workers from  
20 Maui to Honolulu, Hawaii.

21           57. In early September 2005, at the Honolulu, Hawaii airport, Germann,  
22 Tubchumpol, Knoller, and other detention guards employed by Global, watched  
23 and guarded the Thai H-2A guest workers to ensure they boarded their airplane and  
24 returned back to Thailand.

25           58. In early September 2005, Tubchumpol handed each Thai H-2A guest  
26 workers his passport as he boarded the plane and Tubchumpol escorted the Thai  
27 nationals back to Thailand.

1           59. In or about May 2005, Orian purchased a Piper Aztec airplane and  
2 transported the Thai H-2A guest workers between islands.

3           60. Global employed Sam Wongsesanit (“Wongsesanit”) as an on-site  
4 field supervisor at various farms. Wongsesanit reported to Orian, Tubchumpol,  
5 Schwartz, Knoller, and Germann.

6           61. During the time Wongsesanit was employed by Global, Wongsesanit  
7 was told by the Thai H-2A workers that they had paid excessive recruitment fees  
8 procured by substantial debts to get the U.S. jobs.

9           62. At the direction of Pranee Tubchumpol and Shane Germann,  
10 Wongsesanit confiscated the Thai H-2A guest workers’ passports.

11           63. Wongsesanit knew that some of the Thai nationals voiced their  
12 reluctance to relinquish their passports.

13           64. Wongsesanit would send via Federal Express, the Thai H-2A guest  
14 workers’ passports, which included their visas, to Global’s office in Los Angeles,  
15 California where the passports were held.

16           65. Pranee Tubchumpol, Shane Germann, and Joseph Knoller directed  
17 Wongsesanit to conduct roll call and bed checks to ensure that the Thai nationals  
18 did not run away.

19           66. Global employed Charlie Blevins (“Blevins”) as its Operations  
20 Manager at various farms.

21           67. Global employed Sam Prinya as a field supervisor at various farms.

22           68. A.A.C.O. International Recruitment Co., Ltd. (“AACO”) is a Thai  
23 labor recruiting company that recruits Thai nationals to work outside of Thailand,  
24 and Ratawan Chunharutai (“Chunharutai”) represented herself as both the owner  
25 and Managing Director of AACO. Podjanee Sinchai is a Thai labor recruiter who  
26 operated a licensed recruiting agency named Podjanee International Co., formerly  
27 named A Go International Co. Sujittraporn (first name unknown) is a Thai labor  
28 recruiter for KS Company.

1           69. Global gave ACCO and KS Company power of attorney to recruit  
2 workers from Thailand. But Global did not pay any fees or costs to either  
3 recruiting company for their services. Tubchumpol and Schwartz conducted  
4 interviews of candidates in Thailand at the respective offices of AACO and KS  
5 Company. Tubchumpol also visited some Thai workers in their hometowns in  
6 provinces distant from Bangkok. AACO paid for Tubchumpol's hotel, took her  
7 out to dinner, and paid for some of the visits she made to the remote Thai  
8 provinces. KS Company also paid for Tubchumpol's visits to Thailand. ACCO's  
9 owner Chunharutai referred Tubchumpol to work for Global.

10           70. Tubchumpol and/or ACCO prepared translations of documents  
11 required by the H2-A program including but not limited to Clearance Orders and  
12 employment agreements.

13           71. Global brought approximately 600 Thai nationals to work in the  
14 United States under the U.S. Department of Labor H2-A seasonal and temporary  
15 guest worker program to work on farms throughout the United States, including  
16 Hawaii and Washington.

17           72. Global's recruiters sought impoverished Thai nationals to work at  
18 farms in the United States by enticing the Thai nationals with false promises of  
19 high wages, and up to three years of steady employment.

20           73. Global's Thai recruiters told Claimants that Global sought uneducated  
21 and poor workers because such persons were less likely to try to escape. One  
22 recruiter told a Claimant to hide the fact that he had a college degree and to say  
23 that he had a fourth grade education. Global's recruiters told Claimant PM who  
24 had a sixth grade education that if he were more educated he would not qualify  
25 because the desired candidates were those who would not ask too many questions,  
26 show curiosity, or otherwise appear to have the potential to cause trouble. Global's  
27 recruiters asked Claimant PP whether he had any family in the U.S. and whether he  
28 spoke English because Global presumably did not want workers who could

1 complain. When Claimant PP arrived in the U.S., Tubchumpol reinterviewed him  
2 to confirm he did not speak English and that he had no family in the U.S. When  
3 Claimant TC stated that he had completed the twelfth grade and knew some  
4 English, he was told to hide his educational background and say he only had a  
5 sixth grade education because the employers believed that more highly educated  
6 workers were less likely to do what they were told. Global's recruiters also  
7 advised Claimant WK that he would not be qualified for the job if he spoke  
8 English because workers who spoke English could run away.

9 74. Orian made comments suggesting that he targeted Thai workers based  
10 because Orian presumed that Thai workers were willing to "just follow" by stating,  
11 "The Thai people, they are good people, nice people. And they just follow. . . ."  
12 Orian further stated that he had previously hired workers from Mexico, China, and  
13 Nepal but that the problem with those workers was that they would often  
14 disappear. The Thai workers, however, would not leave. He said, "That's why we  
15 decide to go with Thailand, because the ration – ratio at that time of people who be  
16 absconded was 3 percent, 2 percent compared to 80 percent, 90 percent, 100  
17 percent from other countries . . . ." Orian continued, "[S]o you just go to countries.  
18 You know it's going to be easier and they're going to stay on the job... That's why  
19 Thailand."

20 75. Global and AACO required that the Claimants pay substantial  
21 recruitment fees to secure the U.S. jobs, knowing that they were impoverished and  
22 would have to borrow the money using their family land as collateral to secure the  
23 substantial debt.

24 76. Global knew that the Claimants had incurred high debts to secure the  
25 U.S. jobs, directed or made threats to banish the Claimants back to Thailand,  
26 knowing the Claimants and their families had no means of repaying the debts, and  
27 would face serious economic harm as a direct result of the debts incurred as a  
28

1 result of the recruitment scheme and the false promises of steady, long-term  
2 employment at high wages.

3 77. Global promised the Claimants' working conditions that complied  
4 with U.S. law in exchange for exorbitant recruiting fees.

5 78. Global harassed and intimidated the Claimants on a regular basis.

6 79. Global regularly threatened the Claimants with deportation, arrest,  
7 suspension, and/or physical violence.

8 80. Global unlawfully confiscated the Claimants' identification  
9 documents.

10 81. Global subjected the Claimants to uninhabitable housing, insufficient  
11 water, food, and kitchen facilities, inadequate pay, significant gaps in work, visa  
12 and certification violations, suspension, deportation, and/or physical violence at the  
13 hands of Global supervisors.

14 82. Global failed to pay some Claimants at all. Numerous Claimants  
15 received pay stubs reflecting a check in the amount \$0 for work performed at the  
16 Farm Defendants' farms, including Green Acre and Valley Fruit.

17 83. Global told numerous Claimants that it had wired their pay to their  
18 families in Thailand, but when Claimants contacted their families, their pay had  
19 not been sent to the Claimants' families. When Claimants confronted Global's  
20 management including without limitation Tubchumpol, she would get upset and  
21 say that the Claimants complained too much and threatened to banish them back to  
22 Thailand or to farms that had less available work.

23 84. Global subjected the Claimants to intolerable working conditions that  
24 resulted in constructive discharge.

25 85. To prevent Claimants from escaping the conditions, Global  
26 representatives personally confiscated and directed its on-site field supervisors to  
27 confiscate the Claimants' passports and visas upon arrival in the U.S. in Hawaii  
28

1 and Washington, and at various airports throughout the U.S. where the Claimants  
2 were transported to work, to restrict the Claimants.

3 86. In or about the Summer of 2004, in Maui, Hawaii, Joseph Knoller,  
4 called a meeting of Claimants and told them that he did not want anyone escaping;  
5 that a worker who previously escaped had been shot; and that only if “you have  
6 power or wings” can you “flyaway from the island.”

7 87. In or about the Summer of 2004, in Maui, Hawaii, Knoller, after  
8 accusing Claimant AH of encouraging other Claimants to escape and of  
9 withholding information about their whereabouts, slapped Claimant AH and  
10 threatened to send him home.

11 88. In or about October 2004, Global sent Claimants BK, KA, and  
12 approximately twenty-one other Claimants from Washington State to Maui,  
13 Hawaii. Schwarz handed the Claimants their passports in Washington State so  
14 they could board the airplane and Wongsesanit confiscated the Claimants’  
15 passports in Maui when they landed as ordered by Germann.

16 89. Global compelled the Claimants’ labor and service by threatening to  
17 banish them back to Thailand when they complained about late or shorted wages,  
18 insufficient work hours, poor housing and work conditions, lack of food and water,  
19 illegal deductions from their pay, confiscation of passports, and failure to procure  
20 promised visa extensions, knowing that these threats caused the Claimants to  
21 believe that, if they were sent back to Thailand, they and their families would  
22 suffer serious harm, including the risk of destitution, shame, and loss of family  
23 homes and subsistence lands, as a result of debts incurred to pay the recruitment  
24 fees charged.

25 90. Orian confirmed that Global withheld federal and state income taxes  
26 from the Claimants.

27 91. Orian admitted that he became aware of AACO and K.S. charging  
28 recruiting fees to the Thai workers. Orian admitted that in 2005 he became aware



1 that the Claimants were complaining about recruitment fees substantially higher  
2 than acknowledged by Global's recruiting companies in Thailand. As a result,  
3 Orian Global sent an ACCO representative to meet in with the Claimants.  
4 However, the ACCO representative threatened the Claimants and/or demanded  
5 more fees.

6 92. Tubchumpol confirmed that in 2004 the Claimants complained about  
7 paying recruitment fees substantially higher than stated in the employment  
8 contracts prepared in Thailand. Tubchumpol discussed the discrepancy with  
9 ACCO's owner Chunharutai, but failed to take proper action to correct the  
10 problem.

11 93. Schwartz also heard that Claimants complained about recruitment fees  
12 of \$10,000-\$20,000. But Schwartz simply dismissed the complaints.

13 94. Tubchumpol admitted that when she met with the Claimants they  
14 complained that there was not enough work but that Global's Thai recruiters asked  
15 for additional money in order to stay in the United States and continue working.

16 95. Numerous state and federal investigations found that Global violated  
17 various requirements which perpetuated and exacerbated the hostile work  
18 environment and discrimination against the Claimants.

19 96. In March and April 2006, the Hawaii Department of Labor and  
20 Industrial Relations' Occupational Safety and Health Division ("HDLIR")  
21 conducted inspections of various farms camps in Hawaii that employed temporary  
22 migrant farm workers. The inspection of Global's camps resulted in citations for  
23 multiple violations ranging from unsafe living conditions to inadequate safety and  
24 health management systems. Violations for unsafe living conditions included  
25 insufficient living space, beds too close in proximity, and exposure to electrical  
26 and fire hazards.

27 97. Global failed to provide workers' compensation coverage to its H-2A  
28 workers working in Hawaii in 2006. As a result, the HDLIR ordered Global to

1 discontinue operations in Hawaii effective June 26, 2006, and notified one or more  
2 Hawaii farms, including but not limited to Kelena Farms in July 2006.

3 98. The U.S. Department of Labor found that Global improperly deducted  
4 \$75 from the paychecks of some of workers for damage allegedly done to housing;  
5 improperly deducted for food \$42 per week from the Claimants who worked at  
6 Maui Pineapple; failed to offer sufficient hours of work; improperly withheld  
7 federal income tax from the workers' paychecks; failed to pay the required  
8 overtime compensation to the workers.

9 99. On or about July 27, 2006, the U.S. Department of Labor issued a  
10 Notice of Prospective Denial of Temporary Alien Agricultural Labor Certification  
11 to Global for three years. According to this Notice,

12 An investigation of [Global's] operations relating to the  
13 employment of agricultural workers has disclosed  
14 multiple substantial violations in California for the H-2A  
15 labor certification application that covered the period  
16 from August 1, 2003 to April 30, 2004, under the  
17 Immigration and Nationality Act (INA), as amended by  
18 the Immigration Reform and Control Act (IRCA) (8  
19 U.S.C. §§ 1101(a)(15)(H)(ii)(a), 1184(c) & 1186), and  
20 under the implementing regulations for these Acts. As a  
21 result of this investigation and pursuant to 20 C.F.R. §  
22 655.110(a), the Office of Foreign Labor Certification in  
23 the employment and Training Administration (ETA) has  
24 determined that any H-2A labor certification application  
25 filed by either Global Horizons Manpower, Inc. also as  
26 known as Global Horizons, Inc. (Global) or Mordechai  
27 Orian (Orian) will be denied for the next three years. I  
28 have concluded that Global and/or Orian made fraudulent  
and/or willful misrepresentations with respect to their  
labor certification application and that these actions  
constitute a "substantial violation" as defined in 20  
C.F.R. §655.110(g)(1)(i)(E). More specifically:

- 1 • Global and Orian knowingly provided false information  
2 regarding agricultural work to be performed in California  
3 under the labor certification application requested for the  
4 August 1, 2003 to April 30, 2004, time period. This  
5 application sought certification for 200 workers, when  
6 neither the agricultural work nor the contractual  
7 relationship with Taft Vegetable Farms, which was the  
8 basis for the application, ever existed.
- 9 • Global and Orian also knowingly provided false  
10 information regarding the termination of the employment  
11 of U.S. workers. They represented to government  
12 agencies that the employment of U.S. workers was  
13 terminated for poor performance, when, in fact, the  
14 workers were terminated for reasons other than for cause.

15 100. On November 30, 2006, a U.S. Department of Labor Administrative  
16 Law Judge made the July 27, 2006 Notice of Debarment final.

17 101. The foregoing as well as other investigations, citations, and findings  
18 gave Global and the Farm Defendants ample opportunity to prevent and correct the  
19 alleged discrimination and hostile work environment.

***Farm-Defendants had Access to Basic Information Regarding  
the H2-A Program Requirements from the DOL's Website***

20 102. The U.S. Department of Labor's website summarizes the H2-A  
21 worker program as:

22 The Immigration and Nationality Act (INA) authorizes  
23 the lawful admission into the United States of temporary,  
24 nonimmigrant alien workers to perform agricultural labor  
25 or services that are temporary or seasonal in nature. . . .  
26 Employers of such workers and U.S. workers who  
27 perform work covered by the job order or contract are  
28 obligated to comply with the terms and conditions  
specified in the job order/contract, and all applicable  
statutory and regulatory requirements.

1  
2 103. The U.S. Department of Labor requires that each H2-A worker be  
3 provided a copy of a work contract or job clearance order:

4 Every worker must be provided a copy of the worker  
5 contract or, as a substitute for the worker contract, a copy  
6 of the job clearance order. If worker contracts are  
7 provided, they must specify at least those benefits  
8 required by the job order and DOL Regulations. The job  
9 clearance order is the “official” document since it is the  
10 one submitted by the employer and approved by DOL.  
11 The job clearance order/contract must state:

- 12 • the beginning and ending dates of the contract
- 13 period
- 14 • any and all significant conditions of
- 15 employment -- such as payment for
- 16 transportation expenses incurred, housing and
- 17 meals to be provided (and related charges),
- 18 specific days workers are not required to work
- 19 (i.e., Sabbath, Federal holidays)
- 20 • the hours per day and the days per week each
- 21 worker will be expected to work during the
- 22 contract period
- 23 • the crop(s) to be worked and/or each job to be
- 24 performed
- 25 • the applicable rate(s) of pay for each crop/job
- 26 • any tools required and that the employer pays
- 27 for same
- 28 • that workers' compensation insurance will be
- provided per State law of the State where work
- is performed

25 104. The U.S. Department of Labor’s website summarized the housing  
26 requirements as follows:

27 Housing that meets the applicable substantive health and  
28 safety requirements, both prior to and throughout the

1 period of occupancy, must be provided at no cost to  
2 covered workers.

3 **105.** When the Claimants complained of the unlawful employment  
4 practices alleged in the above paragraphs as to Global, and paragraphs below as to  
5 allegations pertaining to the Farm-Defendants and Global, Global took adverse  
6 employment actions against the Claimants including without limitation threatening  
7 the Claimants with deportation, arrest, suspension, and/or physical violence;  
8 Global subjected the Claimants to harassment, significant gaps in work, visa and  
9 certification violations, suspension, deportation, and/or physical violence at the  
10 hands a Global supervisor; and Global subjected the Claimants to intolerable  
11 working conditions that resulted in constructive discharge.

12  
13 ***Global Provided Guidance About Compliance with the H2-A Program.***

14 106. Global was aware of the H2-A program requirements and may have  
15 provided guidance to some of the Farm-Defendants the “H-2A COMPLIANCE  
16 REVIEW CHECKLIST.” Both Global and the Farm Defendants failure to comply  
17 with the H2-A program also contributed to the creation of a hostile work  
18 environment and disparate treatment of the Claimants in violation of Title VII.

19 107. The “H-2A COMPLIANCE REVIEW CHECKLIST” provided the  
20 following:

21 ARE YOU AWARE:

22  
23 THAT THE FOREIGN H2-A WORKERS CAN WORK:

- 24
- 25 • ONLY FOR YOU?
  - 26 • ONLY AT THE LOCATION(S) NAMED?
  - 27 • ONLY DURING THE STATED TIME PERIOD?
  - 28 • THAT GLOBAL MUST HIRE ALL U.S. JOB  
APPLICANTS REFERRED TO IT WHO ARE READY,  
WILLING AND ABLE TO PERFORM THE JOB

1 DURING THE FIRST 50% OF THE CONTRACT  
2 PERIOD?

- 3 • THAT ALL U.S. WORKERS DOING THE SAME JOB  
4 AS H2-A WORKERS (CORRESPONDING  
5 EMPLOYMENT ) ARE ENTITLED TO ALL THE  
6 RIGHTS AND PROTECTIONS OF THE CONTRACT?
- 7 • THAT IF A WORKER ABANDONS EMPLOYMENT,  
8 YOU MUST IMMEDIATELY INFORM GLOBAL SO  
9 THAT IT COULD CONTACT THE LOCAL JOB  
10 SERVICE SO THERE IS AN OPPORTUNITY TO  
11 INVESTIGATE THE CIRCUMSTANCES OF THE  
12 ABANDONMENT OR TO REFER QUALIFIED U.S.  
13 WORKERS TO FILL JOB OPENINGS?
- 14 • THAT WORKERS WHO COMPLETE THE SEASON OR  
15 ARE TERMINATED WITHOUT SUFFICIENT CAUSE  
16 MUST BE PAID THEIR RETURN TRANSPORTATION  
17 AND FULL  $\frac{3}{4}$  GUARANTEE?

18 ONCE EMPLOYMENT OF U.S. WORKERS IN  
19 CORRESPONDING EMPLOYMENT, OR EMPLOYMENT  
20 OF H2-A WORKERS COMMENCES, DO YOU KNOW  
21 THAT H2-A EMPLOYER MUST:

- 22 1. PROVIDE THE WORK CONTRACT OR JOB ORDER  
23 (FORM ETA-790) TO EACH WORKER (FOREIGN  
24 OR U.S. WORKER IN CORRESPONDING  
25 EMPLOYMENT) BY THE FIRST WORKDAY?
- 26 2. KEEP ALL REQUIRED PAYROLL RECORDS?
- 27 3. PROVIDE REQUIRED WAGE STATEMENT TO  
28 WORKER ON OR BEFORE EACH PAYDAY?
4. PAY ALL WAGES DUE ON THE DISCLOSED  
PAYDAY?
5. PAY THE CORRECT WAGE RATE EACH PAYDAY?  
THAT RATE IS THE HIGHEST OF THE AEW, R,  
STATE OR FEDERAL MINIMUM WAGE,  
PREVAILING WAGE, OR PROMISED WAGE,  
INCLUDING PIECE-RATES.
6. GUARANTEE PAYMENT FOR  $\frac{3}{4}$  OF THE WORK  
HOURS IN THE CONTRACT PERIOD?

- 1 7. MAKE ALL LEGALLY REQUIRED PAYROLL  
2 DEDUCTIONS AND NOT MAKE DEDUCTIONS  
3 PROHIBITED BY LAW OR NOT DISCLOSED IN  
4 WORKER CONTRACT?
- 5 8. GLOBAL OR CLIENT MUST PROVIDE HOUSING  
6 TO ALL WORKERS UNDER THE CONTRACT (U.S.  
7 WORKERS IN CORRESPONDING EMPLOYMENT  
8 AND H2-A WORKERS) WHO CANNOT  
9 REASONABLY RETURN TO THEIR PERMANENT  
10 HOME AT NIGHT? AND  
11 B. ENSURE THE HOUSING REMAINS IN  
12 COMPLIANCE WITH APPLICABLE SAFETY AND  
13 HEALTH STANDARDS?
- 14 9. GLOBAL OR CLIENT MUST PROVIDE HOUSING  
15 DESCRIBED IN #8 FREE OF CHARGE FOR RENT  
16 OR DEPOSITS TO ALL WORKERS?
- 17 10. GLOBAL OR CLIENT MUST PAY THE COST OF  
18 TRANSPORTATION AND SUBSISTENCE, TO YOUR  
19 FARM, FROM WHERE EACH U.S. OR FOREIGN  
20 WORKER AS RECRUITED WHEN THE WORKER  
21 COMPLETES 50% OF THE CONTRACT?  
22 B. PROVIDE DAILY TRANSPORTATION FROM  
23 THE HOUSING TO THE WORK SITE AT NOT  
24 COST?  
25 C. AT THE END OF THE CONTRACT PERIOD,  
26 PAY FOR THE WORKER'S RETURN  
27 TRANSPORTATION AND SUBSISTENCE TO "THE  
28 PLACE FROM WHICH HE CAME", USUALLY HIS  
OR HER HOME?
11. GLOBAL OR THE CLIENT MUST ENSURE THAT  
VEHICLES USED TO TRANSPORT U.S. OR H2-A  
WORKERS MEET FEDERAL, STATE AND LOCAL  
SAFETY REQUIREMENTS?
12. GLOBAL OR CLIENT MUST PROVIDE THREE  
MEALS PER DAY AT COST OR FREE  
CENTRALIZED COOKING FACILITIES FOR THE  
WORKERS?
13. GLOBAL OR CLIENT MUST PROVIDE  
NECESSARY TOOLS, SUPPLIES AND EQUIPMENT  
AT NO COST TO THE WORKER?



14. PROVIDE WORKER'S COMPENSATION INSURANCE (OR ITS EQUIVALENT IF WORKERS ARE EXCLUDED FROM STATE WORKERS COMPENSATION) AT NO COST TO THE WORKER?
15. IN CASE OF CONTRACT IMPOSSIBILITY ("ACT OF GOD") THAT REQUIRES TERMINATION OF EMPLOYMENT PRIOR TO THE END OF THE CONTRACT PERIOD, PROVIDE REMAINING CONTRACT BENEFITS, INCLUDING PAYMENT OF  $\frac{3}{4}$  GUARANTEE OBLIGATIONS (UP TO TIME OF THE EVENT WHICH TERMINATED THE EMPLOYMENT ) AND RETURN TRANSPORTATION/SUBSISTENCE?
16. GLOBAL MUST AVOID REJECTING OR TERMINATING U.S. WORKERS OTHER THAN FOR LAWFUL JOB-RELATED REASONS? AND MUST B. NOTIFY THE LOCAL JOB SERVICE OFFICE OF ALL REJECTIONS, TERMINATIONS AND RESIGNATIONS OF U.S. AND/OR FOREIGN WORKER?
17. PROVIDE U.S. WORKERS EMPLOYED IN OR APPLYING FOR CORRESPONDING EMPLOYMENT WAGES, BENEFITS, AND WORKING CONDITIONS AT LEAST EQUAL TO THOSE PROVIDED TO FOREIGN WORKERS?
18. AVOID DISCRIMINATION AGAINST WORKERS WHO TESTIFY OR OTHERWISE EXERCISE THEIR RIGHTS?
19. AVOID CAUSING WORKERS TO WAIVE THEIR RIGHTS?
20. PERMIT DOL INVESTIGATION OF YOUR BUSINESS?
21. AVOID INTERFERING WITH DOL OFFICIALS WHO INVESTIGATE YOUR BUSINESS ACTIVITIES?
22. AVOID PROVIDING FALSE INFORMATION TO DOL OFFICIALS?
23. MAKE RECORDS AVAILABLE TO DOL, THE WORKER OR THE WORKER'S REPRESENTATIVE?

1 24. COMPLY WITH ALL FEDERAL, STATE AND  
2 LOCAL EMPLOYMENT-RELATED LAWS AND  
3 REGULATIONS?

4 25. COMPLY WITH THE FAIR LABOR STANDARDS  
5 ACT?

6 26. IF YOU EMPLOY U.S. WORKERS, COMPLY WITH  
7 THE MIGRANT AND SEASONAL AGRICULTURAL  
8 WORKER PROTECTION ACT?

9 THIS IS ONE OF A SERIES OF COMPLIANCE  
10 ASSISTANCE FACT SHEETS HIGHLIGHTING U.S.  
11 DEPARTMENT OF LABOR PROGRAMS. IT IS  
12 INTENDED AS A GENERAL DESCRIPTION ONLY AND  
13 DOES NOT CARRY THE FORCE OF LEGAL OPINION.<sup>1</sup>

14 108. Farm-Defendants likely knew or should have known of  
15 minimum housing standards applicable to farms using H2-A workers, but  
16 the Farm-Defendants improperly delegated that responsibility to Global.

17 109. Farm-Defendants knew or should have known of the H2-A  
18 program requirements in that the above guidance provided an opportunity to  
19 investigate the requirements. Compliance with the H2-A program  
20 requirements should have given all Farm-Defendants an opportunity to  
21 prevent and correct the discrimination and hostile work environment alleged  
22 in this action.

23 //

24 //

25 //

26 //

27 //

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28 1 Original typographical errors not corrected.

*State and Federal Investigations Revealed the Mistreatment of the Claimants*

110. Numerous state and federal investigations found that Global violated various state and federal laws, and perpetuated and/or exacerbated the hostile work environment and discrimination against the Claimants.

111. Global had acted as a Farm Labor Contractor in early 2004 but had failed to obtain a Washington Farm Labor License.

112. Global was assessed penalties and citations for its improper housing arrangements for the Thai workers in Washington in or about August, October, and December 2004.

113. The State of Washington issued notices to Global detailing the violation and assessing penalties in or about May and June 2005.

114. The State of Washington Employment Security Department's ("ESD") May 10, 2005 Notice of Discontinuation of Employment Services to Global for the following reasons:

**A. Misrepresentation As To Terms and Conditions of Employment or Failure to Comply Fully With Assurances Made on Job Orders Pursuant to 20 CFR 658.501(a)(3)**

1. Housing Misrepresentations

...  
[T]hese sites were inspected by the Department of Health on August 3, 2004 and the Washington State Department of Labor and Industries on October 27, 2004, and found to be substandard. The regional representative for Global Horizons acknowledged that the company failed to provide the promised accommodations.

2. Improper Pay

You deducted Washington state income tax from ... workers' pay. Washington has no such tax....

3. Failure To Comply With State Law For the Protection Of Workers

...

4. Failure to Secure A State Farm Labor Contractor's License Pursuant to RCW 19.30.020  
[G]lobal did not have such a license when it filed H-2A applications on December 4, 2003, December 28, 2003, March 4, 2004, June 10, 2004, June 25, 2004, and September 3, 2004. You secured a state farm labor contractor's license on October 7, 2004. Renewal of this license was denied on December 30, 2004 because various violations of state law. The license secured on February 17, 2005 is in effect only through June 30, 2005. The period of employment pursuant to your latest request extends beyond June 2005.
5. Job Duties,  
...
6. Wrongfully applying productivity standards that were not contained in the H2-A application on job order WA#1332740, submitted on January 20, 2005  
...

**B. Failure to recruit U.S. Workers In Accordance With 20 CFR 658.501(a)(6)**  
...

***Farm-Defendants' Possible Violations of the H2-A Program***

115. Green Acre knew or should have known Global sought and obtained approval from the U.S. Department of Labor ("DOL") for approximately 131 H-2A workers to be employed at Green Acre from March 2004 until November 5, 2004.

116. Valley Fruit knew or should have known that Global sought and obtained approval from DOL for approximately 62 H-2A workers to be employed at Valley Fruit from August 2004 until October 31, 2004.

117. Farm-Defendants knew that some of the Claimants started working in the State of Washington at Green Acre and/or Valley Fruit in the spring/summer of 2004, before the clearance orders were approved and before Global obtained a farm labor contractor license in the State of Washington.

118. Farm-Defendants knew or should have known that that they were in violation of the H2-A program because some of the Thai workers were transported to work in other farms, including farms in Hawaii, even though the H-2A clearance orders were approved for Washington because the clearance orders stated that they were going to be assigned to work at Green Acre and/or Valley Fruit but they were never assigned to these farms.

119. Farm-Defendants knew or should have known that they were in violation of the H2-A program because the Farm-defendants did not differentiate as to whether the Claimants were assigned to work for Green Acre and/or Valley Fruit and the Claimants were constantly being transferred from Green Acre and/or Valley Fruit.

***ALLEGATIONS PERTAINING TO GREEN ACRE***  
***Green Acre Retained Control Over the Claimants***

120. Green Acre executed at least two contracts for Global to provide H2-A workers at Green Acre. The first Farm Labor Contract H2-A Agreement was entered into on or about December 15, 2003 and was effective February 2, 2004 through November 5, 2004. The second Contract was effective from on or about January 10, 2005 through November 10, 2005.

121. The Contracts between Green Acre, the “Client,” and Global, the Farm Labor Contractor (“FLC”) gave Green Acre day-to-day control over the work to be performed by the Claimants by stating “[C]LIENT shall advise FLC of the Services that must be performed on a day-to-day basis, as well as those portions of the Land to be worked by FLC. CLIENT shall determine the number of its employees that will be required to accomplish the Services and notify FLC of said number.” The Contracts also gave Green Acre the right to have a representative present at all times to ensure quality.

***Green Acre's Management Controlled the Terms and Conditions of the  
Claimants' Employment***

122. Green Acre controlled the Claimants' jobs by supervising them, showing them how to conduct the work, inspecting their work, and providing the equipment. Green Acre also set the time and location of work of the Claimants

123. Green Acre's Co-owner Jim Morford confirmed that Green Acres would tell Global's supervisor Bruce Schwartz or one of the Thai workers' crew leaders how to do the job correctly.

124. Green Acre's personnel, including management personnel such as Co-owner Jim Morford, instructed on a daily basis the Thai Claimants who were crew leaders as to the particular locations where fruits should be picked by the Thai workers; and how to fill out forms at the end of the day showing how much each Thai worker picked, how many workers picked fruits, and how many hours were worked.

125. Green Acre's personnel trained the Thai Claimants as to how to do their work, including how to pick fruits, how to trim the branches, how to move the boxes containing the fruits, and how to climb and carry the ladder to pick fruits.

126. Green Acre's personnel inspected the work by the Thai Claimants on a daily basis to ensure that they were picking fruits correctly and quickly enough.

127. Green Acre's personnel also disciplined the Thai Claimants during their employment at Green Acre. When the Green Acre's personnel believed that the work was not done property, they yelled at the Thai crew leaders and the Thai workers themselves. The Green Acre's personnel also disciplined the Thai Claimants by sending them home, by not giving them work for several days, and by firing some of them.

128. Green Acre also provided the equipment to the Thai Claimants for them to do their job at Green Acre. The equipment provided included the baskets, bags, buckets, bins, knives, scissors, and trimmers.

***Green Acre Engaged in the Discriminatory Conduct or Had Actual and/or  
Constructive Knowledge of Global's Discrimination***

129. Green Acre directly engaged in the discriminatory conduct or knew or should have known of any discriminatory practices committed by Global against the Claimants.

130. Green Acre's Co-owner Jim Morford knew or should have known that that Global targeted Thai workers, who were targeted due to the stereotype that they would be compliant and would not try to escape. Through its contracts to recruit workers through the H-2A program, Global recruited Thai workers, who worked at Green Acres. Global also told Green Acre's Co-owner Jim Morford that it was recruiting workers for Green Acre from Thailand.

131. Green Acre directly engaged in or knew or should have known of the deplorable working conditions suffered by the Claimants since Green Acre along with Global controlled the Claimants' employment and working conditions.

132. Green Acre knew or should have known of the bad living conditions because some of the Claimants complained directly to Green Acre's personnel, including Green Acre's Co-owner Jim Morford. Such knowledge should have prompted Green Acre to investigate Global and would have revealed of additional discriminatory practices committed by Global.

133. Green Acre, including Co-owner Jim Morford, knew or should have known as early as July 2004 that Global did not have a farm labor contractor license. Such knowledge should have prompted Green Acre to investigate Global and would have revealed its discriminatory practices towards the Claimants. Instead, Green Acre continued use Global's services until the first contract expired after November 2004, and entered into a second Contract with Global in 2005.

134. Green Acre knew or should have known that Global was under state and federal investigations and were assessed penalties for violating state and



1 federal law. Such knowledge should have prompted Green to investigate Global  
 2 and would have revealed its discriminatory practices towards the Claimants,  
 3 including, but not limited to the substandard housing and/or bad living conditions,  
 4 at the following locations, which were listed on the Claimants' clearance orders:

- 5 a. Qual Ridge Apartments, 1500 West Mead Avenue, Yakima, WA:  
100 Occupants;
- 6 b. Mead Manor Apartments, 1502 South 10<sup>th</sup> Avenue and 1006 West  
7 Mead Avenue, Yakima, WA: 61 Occupants;
- 8 c. 313 North 6<sup>th</sup> Avenue, Yakima, WA: 25 Occupants;
- 9 d. Canyon Park Apartments, Canyon Drive, Prosser: 49 Occupants.
- 10 e. Metaline West Apartments; Metaline Street, Kennewick, WA: 50  
Occupants;
- 11 f. 1671 Houhgton Road, Zillah, WA: 19 Occupants;
- 12 g. 381 Buena Loop Road, Zillah, WA: 16 Occupants;
- h. 9386 Road "G", Royal City, WA: 32 Occupants.

### 13 *Race/National Origin Discrimination at Green Acre*

14 135. The Claimants belong to a protected class (Thai/Asian), the Claimants  
 15 were qualified to do the work and they performed their jobs satisfactorily, the  
 16 Claimants suffered adverse employment actions by being subject to adverse terms  
 17 and conditions as described above and below, and similarly situated individuals  
 18 outside the protected class were treated more favorably, or other circumstances  
 19 surrounding the adverse employment actions giving rise to an inference of  
 20 discrimination including but not limited to a hostile environment.

### 22 *Adverse Terms and Conditions with Respect to* 23 *Housing at Green Acre*

24 136. The Claimants were subject to adverse terms and conditions with  
 25 respect to the uninhabitable and/or substandard living conditions while working at  
 26 Green Acre. The non-Thai workers, including but not limited to the Mexicans  
 27 workers, were not subjected to the same uninhabitable and/or substandard living  
 28 conditions as the Thai workers while working at Green Acre.

1           137. The Claimants were required to live in overcrowded hotels with  
2 approximately three to seven Thai workers per hotel room during the time they  
3 worked at Green Acre. Some of the Claimants had to sleep on the floor due to the  
4 overcrowding. Some of the Claimants had to cook on the bedroom floor, in the  
5 bathroom, or outside because there was no kitchen in the hotel room. Some of the  
6 Claimants ate on the floor because there was no kitchen table or chairs. Some of  
7 the Claimants also had to go through people's trash looking for beds, mattresses,  
8 and kitchen equipment to use. Some of the Claimants had to take showers using  
9 the water hose outside or to go outside to urinate because of inadequate bathroom  
10 facilities. Because of the lack of laundry facilities, some of the Claimants had to  
11 wash their clothes in the sink or bathtub and hang their clothes outside during the  
12 time they lived at the hotels. There were problems with mice, roaches, and insects  
13 in some of the houses.

14           138. Some of the Claimants did not have sufficient food to eat partly due to  
15 delays in getting them to grocery stores to replenish their supplies. When they ran  
16 out of the food, some of the Claimants ate wild vegetables (wild spinach), and  
17 would fish in order to eat. Other Claimants had to kill rabbits or birds to eat when  
18 they would run out of food.

19           139. Some of the Claimants lived in substandard places, including the hotel  
20 located at 1700 N.1<sup>st</sup> St., Yakima, WA 98901, the Corral Motel located at 1731,  
21 Hwy. 97, Toppenish, WA 98948, the Top Tennis Hotel, 381 Buena Loop Rd.,  
22 Zillah, WA, Mabton Apartment Building, 204 N. Main, Mabton, Washington,  
23 98935, and housing near a river or Moses Lake.

24           140. The Claimants were also subjected to unsafe and overcrowded  
25 transportation from the housing to the farm during the time they worked at Green  
26 Acre. The Claimants were packed in the bus and they would have to sit in the  
27 middle of the bus or they had to sit on each others laps because there were not  
28

1 enough seats. Claimant KA complained about the unsafe and overcrowded  
2 transportation but not corrective action was taken.

3  
4 ***Improper Deductions, Denial and/or Delay of Pay, and/or Long Periods of No***  
5 ***Work at Green Acre***

6 141. The Claimants were subject to improper deductions, denial and/or  
7 delay of payment of wages for work performed, and long periods of no work at  
8 Green Acre. The non-Thai workers, including, but not limited to the Mexicans  
9 workers, were not subjected to improper deductions, denial and/or delay of pay,  
10 and long periods of no work at Green Acre. Even a visit to the doctor warranted a  
11 deduction in a Claimant's paycheck.

12 142. While working at Green Acre, the Claimants were subjected to  
13 improper deductions such as Washington State income tax while working at Green  
14 Acre.

15 143. Some Claimants were told that money was deducted from their  
16 paychecks to be sent to their families in Thailand, but their families never received  
17 the money. When Claimant SF complained to Global's supervisor Pranee  
18 Tubchumpol as to why his family had not received the money deducted from his  
19 paychecks, she said she didn't have anything to do with it and no one followed up  
20 with him.

21 144. Multiple check stubs reflected a check amount of \$0 being paid to  
22 Claimants who worked at Green Acre.

23 145. The Claimants' pay was often late while working at Green Acre.

24 146. Contrary to promises of abundant work made when recruited, the  
25 Claimants were subject to long periods of no work and no pay while working at  
26 Green Acre. Claimant PW had to wait for a month without any work. Claimant  
27 SU had no work for one month. Claimant UW did not have any work for a three  
28 week period. Some of the Claimants only worked one or two hours or only

1 worked two or three days per week. Because of the lack of work, some of the  
2 Claimants were sent back to Thailand after working for a few months because  
3 there was not enough work at Green Acre.

4  
5 ***Different Terms and Conditions at Green Acre***

6 147. The Claimants were subject to adverse terms and conditions because  
7 the non-Thai workers, including the Mexican workers, were treated more favorably  
8 than the Thai workers at Green Acre.

9 148. The Mexican workers were given a break every two hours, and the  
10 Claimants had to work fours straight and then take a break.

11 149. The Mexican workers received priority over the Claimants when work  
12 was slow and/or there was not enough work at Green Acre. Charlie Blevins would  
13 tell the Claimants not to work, and let the Mexican workers work when there was  
14 not enough work at Green Acre.

15 150. The Claimants had to do the more difficult work such as trimming the  
16 trees, while the Mexican workers only had to tie the string on the trees. The  
17 Mexican workers were able to pick the larger apples first and leave the smaller  
18 apples for the Claimants, which were harder to pick.

19 151. According to Claimant SN, the Thai workers had to leave whenever  
20 they were told to leave the farm whereas the Mexican workers left whenever they  
21 wanted to leave. Claimant KP confirmed the Mexican workers would be able to  
22 leave when it rained whereas the Claimants had to continue working in the rain at  
23 Green Acre.

24 ***Restrictions on the Claimants' Movements at Green Acre***

25 152. The Claimants were unable to leave the premises and their movements  
26 were restricted while working at Green Acre. The Claimants were forbidden from  
27 going out or leaving the housing by themselves or without a Global supervisor.  
28 The non-Thai workers, including but not limited to the Mexicans workers, were

1 able to leave the premises and their movements were not restricted while working  
2 at Green Acre.

3 153. The Claimants were subject to a curfew during the time they worked  
4 at Green Acre.

5 154. A number of Claimants were threatened and told not leave the  
6 housing, not to contact relatives, outsiders, or government agencies or they would  
7 be sent back to Thailand. Global's supervisors Charlie Blevins, Pranee  
8 Tubchumpol, and crew leaders threatened the Claimants numerous times, telling  
9 the Claimants that if they did not obey the rules, they would be deported. They  
10 also told the Claimants to keep quiet and not associate with outsiders.

11 155. Detention guards monitored the Claimants at the hotel during the time  
12 they worked at Green Acre. The detention guards carried batons and hand cuffs,  
13 and were stationed at the hotel all day and all night. Claimant PW confirmed that  
14 detention guards secured the hotel's exits, and the guards followed the Thai  
15 workers on the hotel grounds. Claimant PH confirmed that the detention guards at  
16 the hotel monitored their movements, and that the Thai workers were subjected to  
17 twice daily roll calls to make sure that the Thai workers were there.

18 156. Global's Supervisor Sam told the Claimants they were not to socialize  
19 with other people and not to talk to other people, and he prohibited them from  
20 going out. Sam frequently told the Claimants that they were not allowed to use the  
21 phone and that they could not leave their rooms unless it was to go to work. Sam  
22 said if anyone dared to leave their rooms, that person would be sent back to  
23 Thailand. According to Claimant PH, Global's Supervisor Sam saw some Thai  
24 workers socialize with people outside of their group, and the socializing Thai  
25 workers were sent back to Thailand and were not allowed to come back.

26 157. Global's Supervisor Charlie Blevins walked around the housing with  
27 a shotgun and dogs; and shot birds to intimidate the Thai workers.

1           158. Global's Supervisor Pranee Tubchumpol threatened a group of Thai  
2 workers that if one worker ran away she would deport all 28 of them. When a U.S.  
3 Department of Labor officer came to the fields, Pranee Tubchumpol told the Thai  
4 workers a few days later not to talk to any outsiders.

5           159. Global's Supervisor Bruce Schwartz also threatened that if someone  
6 tried to escape, he would deport the whole group back to Thailand.

7           160. Global's Orian, Charlie Blevins, Pranee Tubchumpol, and the crew  
8 leader met with the Thai workers in Moses Lake, Washington and Orian said,  
9 "Anyone who does not obey the rules, will be sent back home."

10          161. On one occasion, Claimant AK was going to the store when Global's  
11 Supervisor Shane Germann followed him and told him to go back to the house, and  
12 threatened to send him back to Thailand.

13  
14                                   ***Additional Harassment at Green Acre***

15          162. The Claimants were subjected to verbal or physical conduct  
16 (including but not limited to abusive language, exorbitant and/or unlawful  
17 recruitment fees, confiscation of passports, uninhabitable housing, insufficient food,  
18 inadequate pay, demeaning job assignments, and threats and intimidation) based on  
19 their national origin and/or race, the conduct was unwelcome, and the conduct was  
20 sufficiently severe or pervasive to alter the conditions of the Claimants'  
21 employment and create an abusive working environment. Further, the working  
22 conditions had become so intolerable that the Claimants felt compelled to escape  
23 and thereby were constructively discharged.

24          163. Global's supervisors and crew leaders harassed and/or threatened the  
25 Claimants in order to meet the quotas, which were set by Green Acre.

26          164. Global's supervisors, such as Pranee, threatened the Thai Claimants  
27 with not being hired again or with being sent back to Thailand if the quotas were  
28 not met.

1 165. At Green Acre, Global's Supervisor Sam yelled at Claimant JC and  
 2 the Thai workers, and called them degrading names and pressured them to work  
 3 faster and harder. Global's Supervisor Sam told the Thai workers that they had to  
 4 work faster because Green Acre was not satisfied.

5 166. Claimant PR confirmed that Global's supervisor would yell at the  
 6 Claimants to worker faster because the Mexican workers worked fast.

7 167. The Claimants' crew leaders also told the Claimants that the Mexican  
 8 workers work better than them and constantly demanded the Claimants to increase  
 9 the production.

### 10 ***Retaliation at Green Acre***

11 168. Some of the Claimants, including, but not limited to SP, JS, DP, KA,  
 12 and KT, complained directly to Green Acre's personnel, including Green Acre's  
 13 Co-owner Jim Morford, about the bad living conditions and working conditions  
 14 while working at Green Acre. The Claimants also complained to Global's  
 15 supervisors including Pranee Tubchumpol, Sam, and Bruce Schwartz. The  
 16 Claimants complained about their deplorable living conditions, about their less  
 17 favorable treatment as compared to the Mexican workers, their harsh working  
 18 conditions, unpaid and late wages, and their lack of work at Green Acre.  
 19 Corrective actions were not taken.

20 169. Shortly after the complaints, the Claimants were subject to threats of  
 21 deportation or harsher treatment, higher demands of production, reduced work  
 22 assignments, or even transfer to other farms in other states.

### 23 ***Green Acre's Pattern or Practice/Standard Operating Procedure***

24 170. Seventy-one Claimants filed Charges of Discrimination against Green  
 25 Acre. CP Laphit Khadthan's charge was dually filed with the EEOC and the  
 26 Washington State Human Rights Commission. According to the worksharing  
 27 agreement between the Washington State Human Rights Commission ("FEPA")  
 28 and the EEOC, each designate the other as its agent for the purpose of receiving



1 and drafting charges. The EEOC's receipt of charges on the FEPA's behalf will  
2 automatically initiate the proceedings of both EEOC and FEPA.

3 171. Plaintiff EEOC incorporates by reference, all of the foregoing  
4 paragraphs which reflect that a pattern and practice of participating in or allowing  
5 discrimination, harassment, retaliation, and/or constructive discharge persisted at  
6 Green Acre for the durations of its contracts with Global from 2004 through 2005.  
7 Based on information and belief, there were approximately 87 Claimants working  
8 at Green Acre from 2004 through 2005 before and during the contract periods.

9  
10 ***ALLEGATIONS PERTAINING TO VALLEY FRUIT***  
11 ***Valley Fruit Retained Control Over the Claimants***

12 172. Valley Fruit executed at least two contracts for Global to provide H2-  
13 A workers at Valley Fruit. The first Farm Labor Contract H2-A Agreement was  
14 effective on or about February 2, 2004 through November 5, 2004. The second  
15 Contract was entered into on January 4, 2005 and was effective from January 1,  
16 2005 through November 1, 2005.

17 173. The Contracts between Valley Fruit, the "Client," and Global, the  
18 Farm Labor Contractor ("FLC"), gave Valley Fruit day-to-day control over the  
19 work to be performed by the Claimants by stating "[C]LIENT shall advise FLC of  
20 the Services that must be performed on a day-to-day basis, as well as those portions  
21 of the Land to be worked by FLC. CLIENT shall determine the number of its  
22 employees that will be required to accomplish the Services and notify FLC of said  
23 number." The Contracts also gave Valley Fruit the right to have a representative  
24 present at all times to ensure quality.

***Valley Fruit's Management Controlled the Terms and Conditions of the  
Claimants' Employment***

174. Valley Fruit controlled the Claimants' jobs by supervising them, showing them how to conduct the work, making the work assignments, evaluating their work, and providing the equipment.

175. Valley Fruit's Co-owner John M. Verbrugge confirmed that Valley Fruit supervisors directed the Claimants where to pick, what to pick, and how to pick it with the crew leaders.

176. Valley Fruit's Co-owner John M. Verbrugge admitted telling his employees, "[I] told them to watch the crew as a whole to watch their efficiencies and quality of production that they were doing, and discuss with the crew bosses, either Jose Cuevas, and for example, the Thai workers had their own Thai interpreter..."

177. Valley Fruit's Co-owner John M. Verbrugge admitted that the Claimants were not efficient or fast enough so he told his manager at Royal City, Dirk Dunn, to try to work with their crew leaders to get them to understand how to thin trees more efficiently.

178. Valley Fruit's Co-owner John M. Verbrugge admitted that his managers were working with the crew bosses and Jose Cuevas on a daily bases to get them to understand how to be more efficient.

179. Valley Fruit's Co-owner John M. Verbrugge admitted that Valley Fruit provided the Thai workers with the tools and equipment such as the picking buckets that they would dump the fruit in. Verbrugge said, "[B]ut they -- as far as like picking, we provided the buckets and we provided the materials that they are supposed to go into the bins or the lugs that we picked into...If they did any tree training, we would provide training tools necessary for them to get the job done correctly...And if there was any holes that they were digging or anything, they

1 would need a shovel. We would provided that if we had those tools available. And  
2 ladders also."

3 180. The Claimants confirmed that Valley Fruit's personnel supervised their  
4 work and told them what to do, and that Valley Fruit's personnel disciplined the  
5 Thai workers by not allowing them to work if they did not pick the apples  
6 properly.

7 181. The Claimants confirmed that the crew leaders received instructions  
8 and orders from Valley Fruit's personnel on a daily basis before telling them what  
9 to do.

10 182. The Claimants confirmed that Valley Fruit's employees would drive  
11 motorcycle carts around and would check up on the Claimants' work.

12 183. Valley Fruit's personnel showed the Claimants how to conduct the  
13 work. Claimant DK confirmed that Valley Fruit's employees trained the  
14 Claimants by showing them how to pick the right fruit. Claimant CA confirmed  
15 that Valley Fruit's employees would show the Claimants how to put the bags on,  
16 how to pick the apples, how to set up the ladders, and how to pour the apples.

17 184. Claimant SS confirmed that Valley Fruit's employees trained the  
18 Claimants, and that Valley Fruit's employees would also tell them how much they  
19 needed to pick, and would watch over them on a daily basis. Valley Fruit's  
20 supervisor would critique the Claimants' work and would tell their crew leader  
21 how they were doing.

22 185. According to Claimant DK, it was Valley Fruit's personnel who told  
23 the Claimants when they could take a break, and Valley Fruit's personnel would  
24 sometimes complain that what the Thai workers picked was not good enough.

25 186. According to Claimant UW, Valley Fruit's personnel would come visit  
26 the Thai workers often while they were picking apples and other fruit in the  
27 orchards, and would talk to crew leaders. Valley Fruit's personnel sometimes used  
28

1 the crew leaders to interpret, but also communicated with the Claimants using hand  
2 gestures and other non-verbal methods of communication.

3  
4 ***Valley Fruit Engaged in the Discriminatory Conduct or Had Actual and/or***  
5 ***Constructive Knowledge of Global's Discrimination***

6 187. Valley Fruit directly engaged in the discriminatory conduct or knew  
7 or should have known of any discriminatory practices committed by Global against  
8 the Claimants.

9 188. Valley Fruit knew or should have known that Global recruited Thai  
10 workers, who were targeted due to the stereotype that they would be compliant and  
11 would not try to escape. Through its contracts to recruit workers through the H-2A  
12 program, Global recruited Thai workers, who worked at Valley Fruit.

13 189. Valley Fruit directly engaged in or knew or should have known of the  
14 deplorable working conditions suffered by the Claimants since Valley Fruit along  
15 with Global controlled the Claimants' employment and working conditions.

16 190. Valley Fruit knew or should have known of the discrimination because  
17 some of the Claimants complained directly to Valley Fruit's personnel that they  
18 needed to work more hours because they had so much debt at home. Valley Fruit's  
19 response was that the Claimants had to continue working according to the work  
20 schedule set by the farm. Valley Fruit had an opportunity to prevent and correct the  
21 discrimination and hostile work environment alleged in this action but it failed to  
22 take action.

23 191. Valley Fruit, including its Co-owner John M. Verbrugge, knew or  
24 should have known that Global did not have a farm labor contractor license in the  
25 summer of 2004. Valley Fruit's Co-owner John M. Verbrugge admitted he never  
26 inquired as to whether Global had a license in Washington before October 2004.  
27 Such knowledge should have prompted Valley Fruit to investigate Global and  
28 would have revealed its discriminatory practices towards the Claimants. Instead,

1 Valley Fruit continued to use Global's services until the first contract expired after  
2 November 2004, and entered into a second contract in 2005.

3 192. Valley Fruit knew or should have known that Global was under state  
4 and federal investigations and were assessed penalties for violating state and federal  
5 law. Such knowledge should have prompted Valley Fruit to investigate Global and  
6 would have revealed its discriminatory practices towards the Claimants, including,  
7 but not limited to the substandard housing and/or bad living conditions at the  
8 following locations, which were listed on the Claimants' clearance orders:

- 9 a. Qual Ridge Apartments, 1500 West Mead Avenue, Yakima, WA: 100 Occupants;
- 10 b. Mead Manor Apartments, 1502 South 10<sup>th</sup> Avenue and 1006 West
- 11 Mead Avenue, Yakima, WA: 61 Occupants;
- 12 c. 313 North 6<sup>th</sup> Avenue, Yakima, WA: 25 Occupants;
- 13 d. Canyon Park Apartments, Canyon Drive, Prosser: 49 Occupants.
- 14 e. Metaline West Apartments; Metaline Street, Kennewick, WA: 50
- 15 Occupants;
- 16 f. 1671 Houhgtton Road, Zillah, WA: 19 Occupants;
- 17 g. 381 Buena Loop Road, Zillah, WA: 16 Occupants;
- 18 h. 9386 Road "G", Royal City, WA: 32 Occupants.

19 ***Race/National Origin Discrimination at Valley Fruit***

20 193. The Claimants belong to a protected class (Thai/Asian), the Claimants  
21 were qualified to do the work and they performed their jobs satisfactorily, the  
22 Claimants suffered adverse employment actions by being subject to adverse terms  
23 and conditions as described above and below, and similarly situated individuals  
24 outside the protected class were treated more favorably, or other circumstances  
25 surrounding the adverse employment actions giving rise to an inference of  
26 discrimination including but not limited to a hostile environment.

27 //

28 //

//

***Adverse Terms and Conditions With Respect to  
Housing at Valley Fruit***

194. The Claimants were subject to adverse terms and conditions with respect to the uninhabitable and/or substandard living conditions while working at Valley Fruit. The non-Thai workers, including but not limited to the Mexicans workers, were not subjected to the same uninhabitable and/or substandard living conditions as the Thai workers while working at Valley Fruit.

195. The Claimants were required to live in overcrowding housing during the time they worked at Valley Fruit. Some of the Claimants had to sleep on the floor due to the overcrowding.

196. Some of the Claimants' housing had no hot water and no heater even though it was very cold. Claimant MK complained to his crew leader and Global's Supervisor Charlie Blevins that it was cold in the house, but they told him "just put more layers of clothes on." Some of the Claimants would become ill from the lack of heat at the house. Global provided no treatment or medicine to treat for these illnesses.

197. Sometimes there was no running water or electricity at the housing.

198. The refrigerator at the housing was too small to hold food for all the Claimants for one week, causing them to have no or insufficient food by the end of the week. According to Claimant DK, sometimes there was no food to eat and all they ate was apples at Valley Fruit. According to Claimant MK, there were times when they had no food to eat because they were not transported to the store. According to BC, the Claimants would run out of food sometimes by the end of the week. The Thai workers would ask if they could go to the store and their crew leader would tell them that Pranee Tubchumpol wouldn't let him take them to the store to buy food because of the fuel costs. Global's supervisor Charlie Blevins would yell and shout at the crew leader if he went over the amount budgeted for gas.

1 199. Sometimes some of the Claimants had to use the restroom in the apple  
2 farms in order to urinate and defecate due to the lack of toilet facilities because of  
3 the overcrowded housing.

4 200. Some of the houses were infested with flies and cockroaches.

5 201. Some of the houses lacked a washer and dryer so the Claimants had to  
6 hand wash their clothes and dry their clothes outside.

7 202. To cook, the Claimants had to buy their own pots, pans, and dishes.

8 203. The Claimants were also subjected to unsafe and overcrowded  
9 transportation from the housing to the farm during the time they worked at Valley  
10 Fruit. To get to Valley Fruit, approximately thirty to forty Thai workers rode in  
11 Global's crowded bus, which lacked a sufficient number of seats for all the  
12 workers, forcing some to sit on water coolers.

13  
14 ***Improper Deductions, Denial and/or Delay of Pay, and/or Long Periods of No***  
15 ***Work at Valley Fruit***

16 204. The Claimants were subject to improper deductions, denial and/or  
17 delay of payment of wages for work performed, and long periods of no work at  
18 Valley Fruit. The non-Thai workers who also worked at Valley Fruit, including  
19 but not limited to the Mexicans workers, were not subjected to improper  
20 deductions, denial and/or delay of pay, and long periods of no work at Valley Fruit.

21 205. While working at Valley Fruit, the Claimants were subjected to  
22 improper deductions, such as Washington State income tax.

23 206. Global told some of the Claimants that the money that was deducted  
24 from their paychecks was sent to their families in Thailand, but their families never  
25 received the money. When the Claimants complained about the money not being  
26 sent to Thailand, Pranee Tubchumpol would respond by saying that "Global is  
27 short on money" or that Global didn't have the money.



1           207. Some of the Claimants received no payment for work performed at  
2 Valley Fruit. Multiple check stubs reflected a check amount of \$0 being paid to  
3 Claimants who worked at Valley Fruit.

4           208. The Claimants' pay was often late while working at Valley Fruit.

5           209. Contrary to promises of abundant work made when recruited, the  
6 Claimants were subject to long periods of no work and there was not enough work  
7 at Valley Fruit. According to Claimant DK, sometimes there was no work for up to  
8 two weeks, and therefore no pay, and other times there was only work for two to  
9 three days for two to three hours instead of the forty hours per week he was  
10 promised at Valley Fruit. Claimant MK confirmed that sometimes he would only  
11 work two to three days per week, and he did not have any work for two weeks.  
12 According to Claimant KI, there was no work for seventeen days at Valley Fruit.  
13 Claimant SN confirmed there was no work for one week while at Valley Fruit.  
14 Claimant BC confirmed sometimes there was no work at Valley Fruit even though  
15 he was promised to work eight to nine hours per day.

16           210. According to Claimant DK, he was paid an allowance of \$50 per  
17 week, although the payment was often late, and the rest of the money was  
18 supposed to be sent back to Thailand. The Claimants complained about the \$50  
19 allowance and requested for an allowance increase of \$100 because it was not  
20 enough money for food but Global refused.

21           211. According to Claimant UW, because the Claimants lacked money for  
22 food they would sometimes run out of food and were relegated to killing birds and  
23 rabbits in the field for food. According to Claimant UW, a man and woman kept  
24 going to his wife's house in Thailand and threatening her and yelling at her about  
25 the money he had to borrow for the recruitment. Similarly, Claimant JC confirmed  
26 that the recruitment company sent someone to his house in Thailand to demand  
27 that his family pay for the recruitment fee.

1           212. Pranee Tubchumpol told Claimant JC that the farm owner did not pay  
2 Global so they were not going to pay the Claimants.

3  
4                           *Different Terms and Conditions at Valley Fruit*

5  
6           213. The Claimants were subject to different terms and conditions because  
7 the non-Thai workers, including but not limited to the Mexican workers, were  
8 treated more favorably than the Thai workers while working at Valley Fruit.

9           214. Valley Fruit's employees gave better assignments to the Mexican  
10 workers. The Mexicans picked the fruit at hand height and they did not have to  
11 pick the little (extraneous) apples from the tops of the trees, whereas the Thai  
12 workers, had to pick the apples from the taller trees and the tops of the trees,  
13 which was slower and harder, because they had to keep climbing up the trees.

14           215. The Thai workers were mostly assigned the plots that had the tall  
15 trees, whereas the Mexicans were assigned the plots with the shorter trees.

16           216. The Thai workers had to dig holes for planting when the apples  
17 weren't ready to be picked, which was harder work.

18           217. The Mexican workers would leave the worksite when they wanted but  
19 the Thai workers could not leave until the assignment was completed.

20           218. The Mexican workers could stop working when it was too hot outside  
21 but the Thai workers could not stop working when it was 100 degrees.

22           219. The Mexican workers were hired to do specific work but the Thai  
23 workers had to finish the work of the Mexican workers when the Mexican workers  
24 did not complete it.

25           220. The Thai workers had to work harder than the Mexican workers  
26 because they had a quota to meet.

27 //

***Restrictions on the Claimants' Movements at Valley Fruit***

221. The Claimants were unable to leave the premises and their movements were restricted while working at Valley Fruit. The non-Thai workers who also worked at Valley Fruit, including but not limited to the Mexican workers, were able to leave the premises and their movements were not restricted while working at Valley Fruit.

222. The Claimants were unable to travel alone while working at Valley Fruit and they were monitored 24 hours.

223. Global's Supervisor Pranee Tubchumpol told the Claimants at group meetings in Washington, "Don't associate with people from the outside even if they are Thai people and not to talk to other people." Before KI came to America, Pranee Tubchumpol asked him if he had any relatives in America and told him not to have contact with relatives in America.

224. The Claimants were subject to a curfew during the time they worked at Valley Fruit. Global's supervisor Charlie Blevins would come around and check on them Valley Fruit. If the Thai workers were not in bed, they were given a warning that they would be sent back home.

225. The Claimants were threatened and told not to go anywhere, not to contact outsiders, or complain, or they would be sent back to Thailand. Global's supervisor Pranee Tubchumpol and Charlie Blevins told the Claimants that if they broke any of the rules they would be sent back to Thailand.

226. According to MK, Global's Supervisor Charlie Blevins threatened the Claimants because a Thai worker called an attorney to the Valley Fruit farm complaining that they were treated badly. Charlie Blevins became upset because the attorney came to the farm and wanted to interview the Thai workers. After the attorneys left, Charlie Blevins came to the house and put a pistol and shotgun on the table and demanded that the culprit come forward.

1           227. Global would take roll call of the Claimants before and after they got  
2 off the bus.

3                           *Additional Harassment at Valley Fruit*

4           228. The Claimants were subjected to verbal or physical conduct  
5 (including but not limited to abusive language, exorbitant and/or unlawful  
6 recruitment fees, confiscation of passports, uninhabitable housing, insufficient  
7 food, inadequate pay, demeaning job assignments, and threats and intimidation)  
8 based on their national origin and/or race, the conduct was unwelcome, and the  
9 conduct was sufficiently severe or pervasive to alter the conditions of the  
10 Claimants' employment and create an abusive working environment. Further, the  
11 working conditions had become so intolerable that the Claimants felt compelled to  
12 escape and thereby were constructively discharged.

13           229. Global's supervisors and crew leaders harassed and/or threatened the  
14 Claimants in order to meet the quotas, which were set by Valley Fruit.

15           230. Valley Fruit's supervisors also came out in to the fields to make sure  
16 the Claimants were picking correctly and meeting quotas.

17           231. Global's supervisors pressured the Claimants to work harder and  
18 faster or threatened to expel them to Thailand if they did not. Claimant SS  
19 confirmed that the Claimants were so rushed to meet the quota that sometimes their  
20 hands would bleed.

21           232. Some crew leaders constantly shouted at some of the Claimants,  
22 telling them that they were not reaching the targets and/or quotas, and ordering  
23 them to work faster to meet the farm's quota. If the Claimants did not meet the  
24 quota, the crew leaders threatened that they would take money from their checks.

25           233. Some of the Claimants were disciplined by being sent to the bus  
26 and/or not receiving pay if they did not meet the quota.

27 //

***Retaliation at Valley Fruit***

234. Some of the Claimants complained to Valley Fruit's personnel that they needed to work more hours because they had substantial debt. Valley Fruit's response was that they had to continue working according the work schedule set by the farm. Some of the Claimants complained to Global's supervisors about the pay issues, not being paid properly, their substantial debt, the lack of money to buy food, and not having enough work at Valley Fruit.

235. No corrective action was taken in response to the Claimants' complaints. Instead, the Claimants were subject to threats of deportation or harsher treatment, higher demands of production, reduced work assignments, or even transfer to other farms in other states after they complained.

***Valley Fruit's Pattern or Practice/Standard Operating Procedure***

236. Twenty-nine Claimants filed Charges of Discrimination against Valley Fruit. CP Marut Kongpia's charge was dually filed with the EEOC and the Washington State Human Rights Commission. According to the worksharing agreement between the Washington State Human Rights Commission ("FEPA") and the EEOC, each designate the other as its agent for the purpose of receiving and drafting charges. The EEOC's receipt of charges on the FEPA's behalf will automatically initiate the proceedings of both EEOC and FEPA.

237. Plaintiff EEOC incorporates by reference, all of the foregoing paragraphs which reflect that a pattern and practice of participating in or allowing discrimination, harassment, retaliation, and/or constructive discharge persisted at Valley Fruit for the durations of its contracts with Global from 2004 through 2005. Based on information and belief, there were approximately 37 Claimants working at Valley Fruit from 2004 through 2005 before and during the contract periods.

**STATEMENT OF CLAIMS**

**FIRST CLAIM FOR RELIEF—PATTERN OR PRACTICE OF  
DISCRIMINATORY TREATMENT BECAUSE OF NATIONAL ORIGIN,  
RACE, RETALIATION, AND/OR CONSTRUCTIVE DISCHARGE  
(42 §§ 2000e-2(a) and 2000e-3(a))**

238. Plaintiff EEOC incorporates by reference all other paragraphs as set forth herein, including without limitation all of the above paragraphs and ¶¶ 1-237.

239. At all times relevant to this action, the Claimants were employed by Global.

240. Since 2003, Global supplied the Claimants to work at one or more farms owned and operated by the Farm Defendants.

241. Since 2003, Global engaged in a pattern or practice of unlawful discriminatory employment practices at its facilities in Los Angeles and Beverly Hills, California and at the Farm Defendants' farms located in Washington, in violation of §§ 703(a) and 704(a) of Title VII, 42 U.S.C. § 2000e-2(a) by discriminating against the Claimants with respect to the terms and conditions of their employment because of their Asian race and/or Thai national origin; subjecting the Claimants to harassment and hostile work environment because of their Asian race and/or Thai national origin; retaliating against employees for engaging in protected activity including but not limited to opposing and/or complaining about the discriminatory terms and conditions of employment, harassment, and/or hostile work environment; and/or constructively discharged the Claimants by subjecting them to intolerable working conditions.

242. Global's pattern and/or practice of discriminatory treatment includes, without limitation, harassment, hostile work environment, disparate treatment, constructive discharge, and retaliation against employees for engaging in protected activity including but not limited to opposing and/or complaining about the discriminatory terms and conditions of employment, harassment, and/or hostile work environment.

1           243. Since at least 2004, Green Acre engaged in, knew of, or should have  
2 known of the unlawful employment practices and pattern or practice of such  
3 unlawful acts that occurred at or around its Washington location and/or Global's  
4 California locations in violation of §§ 703(a) and 704(a) of Title VII, 42 U.S.C. §§  
5 2000e-2(a) and 2000e-3(a) by discriminating against the Claimants with respect to  
6 the terms and conditions of their employment because of their Asian race and/or  
7 Thai national origin; subjecting the Claimants to harassment and hostile work  
8 environment because of their Asian race and/or Thai national origin; retaliating  
9 against employees for engaging in protected activity including but not limited to  
10 opposing and/or complaining about the discriminatory terms and conditions of  
11 employment, harassment, and/or hostile work environment; and/or constructively  
12 discharging the Claimants by subjecting them to intolerable working conditions.

13           244. Green Acre's pattern and/or practice of discriminatory treatment  
14 includes without limitation, harassment, hostile work environment, disparate  
15 treatment, constructive discharge, and/or retaliation against Claimants for engaging  
16 in protected activity including but not limited to opposing and/or complaining  
17 about the discriminatory terms and conditions of employment, harassment, and/or  
18 hostile work environment.

19           245. Since at least 2004, Valley Fruit engaged in, knew of, or should have  
20 known of the unlawful employment practices and pattern or practice of such  
21 unlawful acts that occurred at or around its Washington location and/or Global's  
22 California locations in violation of §§ 703(a) and 704(a) of Title VII, 42 U.S.C. §§  
23 2000e-2(a) and 2000e-3(a) by discriminating against the Claimants with respect to  
24 the terms and conditions of their employment because of their Asian race and/or  
25 Thai national origin; subjecting the Claimants to harassment and hostile work  
26 environment because of their Asian race and/or Thai national origin; retaliating  
27 against employees for engaging in protected activity including but not limited to  
28 opposing and/or complaining about the discriminatory terms and conditions of



1 employment, harassment, and/or hostile work environment; and/or constructively  
2 discharging the Claimants by subjecting them to intolerable working conditions.

3 246. Valley Fruit's pattern and/or practice of discriminatory treatment  
4 includes without limitation, harassment, hostile work environment, disparate  
5 treatment, constructive discharge, and/or retaliation against Claimants for engaging  
6 in protected activity including but not limited to opposing and/or complaining  
7 about the discriminatory terms and conditions of employment, harassment, and/or  
8 hostile work environment.

9 247. The effect of the practices complained of above has been to deprive  
10 Claimants of equal employment opportunities and otherwise adversely affect their  
11 employment status because of their race and national origin.

12 248. The unlawful employment practices complained of above were and  
13 are intentional.

14 249. The unlawful employment practices complained of above were done  
15 with malice or with reckless indifference to the federally protected rights of  
16 Claimants.

17  
18 **SECOND CLAIM FOR RELIEF – HOSTILE WORK**  
19 **ENVIRONMENT/HARASSMENT**  
20 **(42 U.S.C. §§ 2000e-2(a))**

21 250. Plaintiff EEOC incorporates by reference all other paragraphs as set  
22 forth herein, including without limitation all of the above paragraphs and ¶¶1-249.

23 251. Since 2003, Global has engaged and continues to engage in unlawful  
24 employment practices at its facilities in Los Angeles and Beverly Hills, California  
25 and at the Farm Defendants' farms located in Washington, in violation of § 703(a)  
26 of Title VII, 42 U.S.C. § 2000e-2(a) by subjecting Claimants to harassment and/or  
27 a hostile work environment because of their Asian race and/or Thai national origin  
28 and/or failing to prevent and promptly correct the harassment and/or hostile work  
environment.

1           252. Since at least 2004, Green Acre engaged in, knew of, or should have  
2 known of the unlawful employment practices that occurred at or around its  
3 Washington locations and/or Global's California location in violation of § 703(a) of  
4 Title VII, 42 U.S.C. § 2000e-2(a) by subjecting Claimants to harassment and/or a  
5 hostile work environment because of their Asian race and/or Thai national origin  
6 and/or failing to prevent and promptly correct the harassment and/or hostile work  
7 environment.

8           253. Since at least 2004, Valley Fruit engaged in, knew of, or should have  
9 known of the unlawful employment practices that occurred at or around its  
10 Washington locations and/or Global's California location in violation of § 703(a)  
11 of Title VII, 42 U.S.C. § 2000e-2(a) by subjecting Claimants to harassment and/or  
12 a hostile work environment because of their Asian race and/or Thai national origin  
13 and/or failing to prevent and promptly correct the harassment and/or hostile work  
14 environment.

15           254. The harassment and/or hostile work environment against the  
16 Claimants that continued from one Farm Defendant to the next was sufficiently  
17 severe and/or pervasive as to alter the terms and conditions of their employment  
18 with Global and at each Farm Defendant's location.

19           255. Management employees of all Defendants knew or should have  
20 known of the harassment and/or hostile work environment against Claimants.

21           256. Management employees of all Defendants failed to take appropriate  
22 action to prevent or promptly correct the harassment and hostile environment to  
23 which the Claimants were subjected.

24           257. The effect of the practices complained of above has been to deprive  
25 Claimants of equal employment opportunities and otherwise adversely affect their  
26 employment status because of their race and/or national origin.

27           258. The unlawful employment practices complained of above were  
28 intentional.

1           259. The unlawful employment practices complained of above were done  
2 with malice or with reckless indifference to the federally protected rights of the  
3 Claimants.

4  
5           **THIRD CLAIM FOR RELIEF – DISCRIMINATORY TERMS AND**  
6           **CONDITIONS OF EMPLOYMENT**  
7           **(42 U.S.C. §§ 2000e-2(a))**

8           260. Plaintiff EEOC incorporates by reference all other paragraphs as set  
9 forth herein, including without limitation all of the above paragraphs and ¶¶1-259.

10          261. Since at least 2003, Global has engaged and continues to engage in  
11 unlawful employment practices at its facilities in Los Angeles and Beverly Hills,  
12 California and at the Farm Defendants' farms located in Washington, in violation  
13 of § 703(a) of Title VII, 42 U.S.C. § 2000e-2(a) by subjecting the Claimants to  
14 discriminatory terms and conditions of employment because of their Asian race  
15 and/or Thai national origin.

16          262. Since at least 2004, Green Acre engaged in, knew of, or should have  
17 known of the unlawful employment actions that occurred at or around its  
18 Washington location and/or Global's California location in violation of § 703(a) of  
19 Title VII, 42 U.S.C. § 2000e-2(a) by subjecting the Claimants to discriminatory  
20 terms and conditions of employment because of their Asian race and/or Thai  
21 national origin.

22          263. Since at least 2004, Valley Fruit engaged in, knew of, or should have  
23 known of the unlawful employment actions that occurred at or around its  
24 Washington location and/or Global's California location in violation of § 703(a) of  
25 Title VII, 42 U.S.C. § 2000e-2(a) by subjecting the Claimants to discriminatory  
26 terms and conditions of employment because of their Asian race and/or Thai  
27 national origin.  
28

1           264. The effect of the practices complained of above has been to deprive  
2 the Claimants of equal employment opportunities and otherwise adversely affect  
3 their employment status because of their race and/or national origin.

4           265. The unlawful employment practices complained of above were and  
5 are intentional.

6           266. The unlawful employment practices complained of above were done  
7 with malice or with reckless indifference to the federally protected rights of the  
8 Claimants.

9  
10           **FOURTH CLAIM FOR RELIEF – RETALIATION FOR ENGAGING  
11 PROTECTED ACTIVITY (42 U.S.C. § 2000e-3)**

12           267. Plaintiff EEOC incorporates by reference all other paragraphs as set  
13 forth herein, including without limitation all of the above paragraphs and ¶¶ 1-266.

14           268. Since at least 2003, Global has engaged and continues to engage in  
15 unlawful employment practices at its facilities in Los Angeles and Beverly Hills,  
16 California and at the Farm Defendants' farms located in Washington, in violation  
17 of § 704(a) of Title VII, 42 U.S.C. § 2000e-3 by subjecting the Claimants to  
18 retaliation for engaging in protected activity including but not limited to opposing  
19 and/or complaining about the discriminatory terms and conditions of employment,  
20 harassment, and/or hostile work environment.

21           269. In retaliation for Claimants protected activities against what they  
22 reasonably believed to be Global's and/or the Farm Defendants' unlawful  
23 discrimination against them, Global subjected them to adverse employment actions  
24 including without limitation, discipline, transfers, threats, harassment, denial of  
25 transportation and food, and a hostile work environment.

26           270. Since about 2004, Green Acre engaged in unlawful employment  
27 practices at or around its Washington locations and/or Global's California  
28 locations in violation of § 704(a) of Title VII, 42 U.S.C. § 2000e-3 by subjecting  
the Claimants to retaliation for engaging in protected activity including but not

1 limited to opposing and/or complaining about the discriminatory terms and  
2 conditions of employment, harassment, and/or hostile work environment.

3 271. In retaliation for Claimants' protected activities at Green Acre, the  
4 Claimants were subjected to adverse employment actions including without  
5 limitation threats of deportation or harsher treatment, higher demands of  
6 production, reduced work assignments, or even transfer to other farms in other  
7 states.

8 272. Since about 2004, Valley Fruit engaged in unlawful employment  
9 practices at or around its Washington locations and/or Global's California  
10 locations in violation of § 704(a) of Title VII, 42 U.S.C. § 2000e-3 by subjecting  
11 the Claimants to retaliation for engaging in protected activity including but not  
12 limited to opposing and/or complaining about the discriminatory terms and  
13 conditions of employment, harassment, and/or hostile work environment.

14 273. In retaliation for Claimants' protected activities at Valley Fruit, the  
15 Claimants were subjected to adverse employment actions including without  
16 limitation threats of deportation or harsher treatment, higher demands of  
17 production, reduced work assignments, or even transfer to other farms in other  
18 states.

19 274. The effect of the practices complained of above has been to deprive  
20 the Claimants of equal employment opportunities and otherwise adversely affect  
21 their employment status because the Claimants engaged in protected activity  
22 including but not limited to opposing and/or complaining about the discriminatory  
23 terms and conditions of employment, harassment, and/or hostile work  
24 environment.

25 275. The unlawful employment practices complained of above were and  
26 are intentional.

1           276. The unlawful employment practices complained of above were done  
2 with malice or with reckless indifference to the federally protected rights of the  
3 Claimants.

4                                   **PRAYER FOR RELIEF**

5           Wherefore, the Commission respectfully requests that this Court:

6           A. Grant a permanent injunction enjoining Defendant Global, its officers,  
7 agents, servants, employees, attorneys, and all persons in active concert or  
8 participation with them, from engaging in discrimination—including harassment,  
9 disparate treatment, and constructive discharge—on the basis of the Claimants’  
10 national origin (Thai) and race (Asian), or a pattern or practice of such  
11 discrimination.

12           B. Grant a permanent injunction enjoining Defendant Global, its officers,  
13 agents, servants, employees, attorneys, and all persons in active concert or  
14 participation with them, from engaging in retaliation or a pattern or practice of  
15 retaliation.

16           C. Grant a permanent injunction enjoining Defendant Green Acre, its  
17 officers, agents, servants, employees, attorneys, and all persons in active concert or  
18 participation with them, from engaging in discrimination—including harassment,  
19 disparate treatment, and constructive discharge—on the basis of the Claimants’  
20 national origin (Thai) and race (Asian), or a pattern or practice of such  
21 discrimination.

22           D. Grant a permanent injunction enjoining Defendant Green Acre, its  
23 officers, agents, servants, employees, attorneys, and all persons in active concert or  
24 participation with them, from engaging in retaliation or a pattern or practice of  
25 retaliation.

26           E. Grant a permanent injunction enjoining Defendant Valley Fruit, its  
27 officers, agents, servants, employees, attorneys, and all persons in active concert or  
28 participation with them, from engaging in discrimination—including harassment,

1 disparate treatment, and constructive discharge—on the basis of the Claimants’  
2 national origin (Thai) and race (Asian), or a pattern or practice of such  
3 discrimination.

4 F. Grant a permanent injunction enjoining Defendant Valley Fruit, its  
5 officers, agents, servants, employees, attorneys, and all persons in active concert or  
6 participation with them, from engaging in retaliation or a pattern or practice of  
7 retaliation.

8 G. Order Defendant Global to institute and carry out policies, practices,  
9 and programs which provide equal employment opportunities for individuals of  
10 Thai national origin and Asian race, and which eradicate the effects of its past and  
11 present unlawful employment practices.

12 H. Order Defendant Green Acre to institute and carry out policies,  
13 practices, and programs which provide equal employment opportunities for  
14 individuals of Thai national origin and Asian race, and which eradicate the effects  
15 of its past and present unlawful employment practices.

16 I. Order Defendant Valley Fruit to institute and carry out policies,  
17 practices, and programs which provide equal employment opportunities for  
18 individuals of Thai national origin and Asian race, and which eradicate the effects  
19 of its past and present unlawful employment practices.

20 J. Order Defendant Global to make whole Marut Kongpia and similarly  
21 situated individuals, by providing appropriate backpay with prejudgment interest,  
22 in amounts to be determined at trial, and other affirmative relief necessary to  
23 eradicate the effects of its unlawful employment practices, including but not  
24 limited to reinstatement of Marut Kongpia and similarly situated individuals.

25 K. Order Defendant Green Acre to make whole Laphit Khadthan and  
26 similarly situated individuals, by providing appropriate backpay with prejudgment  
27 interest, in amounts to be determined at trial, and other affirmative relief necessary  
28



1 to eradicate the effects of its unlawful employment practices, including but not  
2 limited to reinstatement of Laphit Khadthan and similarly situated individuals.

3 L. Order Defendant Valley Fruit to make whole Marut Kongpia and  
4 similarly situated individuals, by providing appropriate backpay with prejudgment  
5 interest, in amounts to be determined at trial, and other affirmative relief necessary  
6 to eradicate the effects of its unlawful employment practices, including but not  
7 limited to reinstatement of Marut Kongpia and similarly situated individuals.

8 M. Order Defendant Global to make whole Marut Kongpia and similarly  
9 situated individuals, by providing compensation for past and future pecuniary  
10 losses resulting from the unlawful employment practices described in paragraphs 1  
11 through 276 above, including recruitment fees, relocation expenses, job search  
12 expenses, and medical expenses, in amounts to be determined at trial.

13 N. Order Defendant Green Acre to make whole Laphit Khadthan and  
14 similarly situated individuals, by providing compensation for past and future  
15 pecuniary losses resulting from the unlawful employment practices described in  
16 paragraphs 1 through 276 above, including recruitment fees, relocation expenses,  
17 job search expenses, and medical expenses, in amounts to be determined at trial.

18 O. Order Defendant Valley Fruit to make whole Marut Kongpia and  
19 similarly situated individuals, by providing compensation for past and future  
20 pecuniary losses resulting from the unlawful employment practices described in  
21 paragraphs 1 through 276 above, including recruitment fees, relocation expenses,  
22 job search expenses, and medical expenses, in amounts to be determined at trial.

23 P. Order Defendant Global to make whole Marut Kongpia and similarly  
24 situated individuals, by providing compensation for past and future nonpecuniary  
25 losses resulting from the unlawful practices complained of in paragraphs 1 through  
26 276 above, including emotional pain, suffering, inconvenience, loss of enjoyment  
27 of life, and humiliation, in amounts to be determined at trial.

1 Q. Order Defendant Green Acre to make whole Laphit Khadthan and  
2 similarly situated individuals, by providing compensation for past and future  
3 nonpecuniary losses resulting from the unlawful practices complained of in  
4 paragraphs 1 through 276 above, including emotional pain, suffering,  
5 inconvenience, loss of enjoyment of life, and humiliation, in amounts to be  
6 determined at trial.

7 R. Order Defendant Valley Fruit to make whole Marut Kongpia and  
8 similarly situated individuals, by providing compensation for past and future  
9 nonpecuniary losses resulting from the unlawful practices complained of in  
10 paragraphs 1 through 276 above, including emotional pain, suffering,  
11 inconvenience, loss of enjoyment of life, and humiliation, in amounts to be  
12 determined at trial.

13 S. Order Defendant Global to pay Marut Kongpia and similarly situated  
14 individuals punitive damages for its malicious and reckless conduct described in  
15 paragraphs 1 through 276 above, in amounts to be determined at trial.

16 T. Order Defendant Green Acre to pay Laphit Khadthan and similarly  
17 situated individuals punitive damages for its malicious and reckless conduct  
18 described in paragraphs 1 through 276 above, in amounts to be determined at trial.

19 U. Order Defendant Valley Fruit to pay Marut Kongpia and similarly  
20 situated individuals punitive damages for its malicious and reckless conduct  
21 described in paragraphs 1 through 276 above, in amounts to be determined at trial.

22 V. Grant such further relief as the Court deems necessary and proper in  
23 the public interest.

24 W. Award the Commission its costs of this action.

25 //

26 //

27 //

28 //

JURY TRIAL DEMAND

The Commission requests a jury trial on all questions of fact raised by its complaint.

Dated: March 20, 2012

Respectfully Submitted,

P. DAVID LOPEZ  
General Counsel

JAMES L. LEE  
Deputy General Counsel

GWENDOLYN YOUNG REAMS  
Associate General Counsel

U.S. EQUAL EMPLOYMENT  
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131 M Street, NE  
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By: /s/ Anna Y. Park  
ANNA Y. PARK  
Regional Attorney

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OPPORTUNITY COMMISSION  
Los Angeles District Office  
(213) 894-1080

**Certificate of Service via Electronic Filing System**

I am, and was at the time the herein mentioned mailing took place, a citizen of the United States, over the age of eighteen (18) years and not a party to the above-entitled cause.

I am employed in the Legal Unit of the Los Angeles District Office of the United States Equal Employment Opportunity Commission.

My business address is Equal Employment Opportunity Commission, Los Angeles District Office, 255 East Temple Street, Fourth Floor, Los Angeles, CA 90012.

On the date that this declaration was executed, as shown below, I served the foregoing documents with the Clerk of the Court using the CM/ECF System which will send notification of such filing to the following:

Justo G Gonzalez, jgg@stokeslaw.com  
Brendan Victor Monahan, bvm@stokeslaw.com  
Sean A Russel, sean.russel@stokeslaw.com  
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Timothy Michael Durkin, AUSA(EDWA).TDurkinECF@usdoj.gov  
Daniel Herman Weiss, Daniel.Weiss@usdoj.gov

and via U.S. Mail in a sealed envelope with postage therein fully prepaid, in regular mail at Los Angeles, County of Los Angeles, State of California, addressed as follows:

Agent for Service for  
Global Horizons, Inc.  
d/b/a Global Horizons Manpower, Inc.  
Mordechai Orian  
410 Atkinson Drive Room 813  
Honolulu, Hawaii 96814

1 Randolph S. Shiner  
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7 michaeljgreen@hawaii.rr.com

8 I declare under penalty of perjury that the foregoing is true and correct.  
9 Executed on March 20, 2012, at Los Angeles, California.

10 /s/ Lorena Garcia-Bautista  
11 Lorena Garcia-Bautista, CA SBN 234091  
12 Attorney for Plaintiff  
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